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BERNARD PICOT and PAUL DAVID MANOS

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

BERNARD PICOT and
PAUL DAVID MANOS,

Plaintiffs,

v.

DEAN D. WESTON, and DOES 1
through 15, inclusive,

Defendants.

CASE NO. 5:12-CV-01939 EJD

DECLARATION OF
PAUL DAVID MANOS
IN OPPOSITION TO MOTIONS TO
DISMISS FOR LACK OF JURISDICTION
AND VENUE AND TO TRANSFER

Hearing date: August 10, 2012
Hearing time: 9:00 am
Dept: Courtroom 4, 5th Floor
Judge: Hon. Edward J. Davila

I, BERNARD PICOT, declare as follows:

I am an adult natural person and a resident of the Santa Clara County,
California.

2 I make this Declaration in opposition to the motions pending before this Court brought by DEAN WESTON ["WESTON"] to dismiss the action for lack of personal jurisdiction and venue and to transfer this case to the Eastern District of Michigan.

3 In approximately March 2009, I contacted PAUL DAVID MANOS ["MANOS"] and asked him to evaluate a hydrogen based technology I had learned of then being promoted by Carey Hilton in Texas [the "HILTON TECHNOLOGY"]. I asked MANOS to assess and, if suitable, further develop the HILTON TECHNOLOGY while, from California, I would primarily tend to the business issues. MANOS and I agreed each of us would enjoy an equal ownership interest if we were successful in this effort.

4 From the time I contacted MANOS through today, I have centered my activities with regard to this matter in and from California, though I have traveled to Michigan on occasion.

5 I knew that MANOS had asked WESTON to go to Texas to inspect the HILTON TECHNOLOGY but that, thereafter, MANOS was working on his own evaluation in Nevada.

6 After WESTON'S trip to Texas to observe the HILTON TECHNOLOGY, MANOS informed me that WESTON was engaged in an extensive effort to validate the HILTON TECHNOLOGY for the purpose of obtaining a license for it for himself and his business associate, Frank Joseph, under the name of an

entity called The Right Angle. On July 19, 2009 I sent a proposed agreement to WESTON and Joseph, numbering in excess of twenty [20] pages, in order to define the relationships regarding the HILTON TECHNOLOGY between The Right Angle and Carey Hilton, but WESTON never signed it. I prepared this agreement for signature by "The Right Angle, Dean Weston President." WESTON never objected to me about this designation, which I understood to be correct.

7 I was never in Michigan during 2009, though I did go there in 2010 for my project with MANOS. On those few occasions when I was in Michigan in 2010:

7.1 I met WESTON only in superficial circumstances of brief duration; and,

7.2 I was never alone with him; and,

7.3 I observed WESTON assisting MANOS under MANOS' direction in plainly unimportant tasks.

8 In about November 2009, DBHS LLC was created in Nevada to act as agent for me and MANOS concerning the hoped for success of our venture. MANOS, Julia Blair, a Nevada resident, and I were the only three members of DBHS at all times. Blair held no ownership or equity interest, but tended to the administrative aspects. DBHS was dissolved in October 2011.

9 In about November 2009, MANOS told me that WESTON and Frank Joseph, through The Right Angle, wanted to purchase a large number of units and

1 corresponding electrolyte fluid once MANOS had solved the remaining issues
 2 he was facing. Accordingly, I created an invoice in the name of DBHS and sent
 3 it to WESTON in early December 2009. A copy of the invoice is attached
 4 hereto as EXHIBIT "A." WESTON never objected to me about this invoice,
 5 which I understood to have been correct but rendered infeasible once
 6 WESTON'S partner in The Right Angle, Frank Joseph, was convicted of Federal
 7 crimes in December 2009.

8
 9 10 At my and MANOS' request and at our expense, WESTON traveled to
 10 Southern California in about January 2010, where he stayed for approximately
 11 a week, to assist MANOS in a demonstration to Peter Warkentin, who lived in
 12 that area. Warkentin had been procured by me from my activities in California
 13 as a potential purchaser or licensee.

14
 15 11 The Warkentin demonstration was also attended by MANOS, me and:

16 11.1 Russ Reeder, a business colleague of Warkentin's and another
 17 resident of California; and,

18 11.2 Peter Mueller, a California resident, who worked for Brabus USA
 19 of Irvine, California, and independently tested the prototype at the
 20 invitation of Messrs. Warkentin and Reeder as part of the
 21 demonstration.

22
 23 12 Warkentin was favorably impressed by the demonstration in Southern California
 24 and asked that another demonstration be conducted in Mexico for a prospect
 25 of his there. Warkentin agreed to pay for the travel expenses for the
 26

demonstration in Mexico, so MANOS and I consented and MANOS asked WESTON to travel to Mexico to conduct the requested demonstration there pursuant to Warkentin's request. WESTON did so and was paid by or at the direction of Warkentin.

13 MANOS asked me to provide him with a non-disclosure agreement [the "NDA"] to be signed by WESTON, which I did under the name of DBHS.

14 As a result of my ongoing efforts in and from California, I procured ADP HOLDINGS, LTD., a California corporation based near Sacramento ["ADP"]. In May 2010, ADP proposed a joint venture which would obtain a license to exploit the hydrogen technology and wanted a demonstration.

15 In June 2010, again at MANOS' and my request, WESTON traveled to the Sacramento, California area to install prototypes on ADP'S vehicles for the requested demonstration.

16 While WESTON was assisting MANOS in the demonstration to ADP, ADP suggested to me and MANOS that the joint venture it had proposed should create a research, development, and marketing facility for the project in a building it had already located near Sacramento. MANOS and I each expressed an interest in doing so.

17 When he heard this discussion, WESTON told the principals of ADP that he wanted to work at that California location for the joint venture.

1 with MANOS with the hope of interesting one of WESTON'S
2 contacts in the technology;

3 29.2 WESTON was subject to the direction of MANOS;

4 29.3 WESTON never said or did anything to make me think he was not
5 acting for his own benefit as described or that he expected a share
6 of the profits from the project MANOS and I were engaged on.
7

8 30 I have never told WESTON that:

9 30.1 He was entitled to or would receive an ownership interest in the
10 hydrogen project MANOS and I were engaged in under any
11 circumstances;

12 30.2 He was entitled to or would receive a share in or portion of the
13 profits from the sale or license of the hydrogen project MANOS
14 and I were engaged in; or,

15 30.3 He was entitled to or would receive \$20,000 per month for his
16 efforts in assisting MANOS or for such expenses as he might incur
17 in regard thereto.
18

19 31 On March 20, 2012, I received an email indicating that it originated from
20 William Dobreff, who identified himself as a Michigan attorney for WESTON.
21 A copy of this email is attached as EXHIBIT "C" to the accompanying
22 DECLARATION OF PAUL DAVID MANOS IN OPPOSITION TO MOTIONS
23 TO DISMISS FOR LACK OF JURISDICTION AND VENUE AND TO
24 TRANSFER.

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32 As a direct result of the actions by WESTON in asserting the oral agreement he insists I entered into with him and by his actions in asserting to HMR that MANOS disclosed the formula for the electrolyte to him in August 2009:

32.1 HMR has stopped payments under the CONTRACT, which were benefitting me in California; and,

32.2 I have incurred and paid attorney's fees in California to seek resolution of the matter with HMR and disprove that WESTON obtained the formula as he maintains or is entitled to a share of the payments under the CONTRACT otherwise coming to me here.

33 In addition to the parties to this action and those listed in the accompanying DECLARATION OF PAUL DAVID MANOS IN OPPOSITION TO MOTIONS TO DISMISS FOR LACK OF JURISDICTION AND VENUE AND TO TRANSFER, the following individuals are expected to provide evidence as indicated below:

| | <u>INDIVIDUAL</u> | <u>RESIDENCE</u> | <u>EXPECTED EVIDENCE</u> |
|------|-----------------------|------------------|---|
| 33.1 | Conchita Franco-Serri | California | Discussions with me in California regarding the possibility of a license for the technology in Latin America. |
| 33.2 | Bill Black | California | Discussions with me in California regarding the possibility of an early stage investment in the technology. |
| 33.3 | Stephanie Wedge | California | Discussions with me in California regarding the possibility of an early stage investment in the technology. |

| | | | | |
|----|------|----------------|------------|--|
| 1 | 33.4 | Nathan Cocozza | California | Discussions with me in California |
| 2 | | | | regarding the possibility of a vertical |
| 3 | | | | license for California. |
| 4 | 33.5 | Dino Peccaro | California | Discussions with me in California |
| 5 | | | | regarding the possibility of use of the |
| 6 | | | | technology by PG&E. |
| 7 | 33.6 | Justin Garcia | California | Discussions with me in California |
| 8 | | | | regarding the introductions to others |
| 9 | | | | to advance the project. |
| 10 | 33.7 | Nick Saifan | California | Discussions with me in California |
| 11 | | | | regarding the possibility of investing |
| 12 | | | | in and promoting the technology in |
| 13 | | | | the middle east and to the US |
| 14 | | | | government. |
| 15 | 33.8 | Russ Reeder | California | Oral and documentary concerning: |
| 16 | | | | Discussions with me, in part in |
| 17 | | | | California, regarding the possibility of |
| 18 | | | | investing in and promoting the |
| 19 | | | | technology in the European |
| 20 | | | | countries. |
| 21 | 33.9 | Carey Hilton | Texas | Discussions with me regarding the |
| 22 | | | | possibility of investment in or |
| 23 | | | | licenses for the HILTON |
| 24 | | | | TECHNOLOGY and observations on |
| 25 | | | | WESTON'S role in Texas and, later, |
| 26 | | | | |

| | | | | |
|----|-------|---------------|-----------|--|
| 1 | | | | at the Roush testing paid for by |
| 2 | | | | WESTON and/or Frank Joseph. |
| 3 | 33.10 | Tracy Coats | Ohio | Oral and documentary concerning: |
| 4 | | | | Roles of PICOT and MANOS in |
| 5 | | | | regard to developing, promoting, |
| 6 | | | | licensing, and selling the technology; |
| 7 | | | | interaction with WESTON |
| 8 | | | | concerning claims that MANOS |
| 9 | | | | disclosed the formula for the |
| 10 | | | | electrolyte to WESTON; claims of |
| 11 | | | | breach of warranty by PICOT and |
| 12 | | | | MANOS under the contract with |
| 13 | | | | HMR. |
| 14 | 33.11 | Carl Le Souef | Australia | Oral and documentary concerning: |
| 15 | | | | Same as for Coats. |
| 16 | 33.12 | Rodney Adler | Australia | Oral and documentary concerning: |
| 17 | | | | His role in collaborating with Le |
| 18 | | | | Souef in funding license agreement. |

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I declare under penalty of perjury under the laws of the United States that the foregoing is true of my personal knowledge, that if called as a witness I could and would testify competently thereto, and that this declaration was executed at San Jose, California on May 8, 2012.

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**DECLARATION OF BERNARD PICOT
IN OPPOSITION TO MOTIONS TO DISMISS
FOR LACK OF JURISDICTION AND VENUE AND TO TRANSFER. Page 12 of 12 pages.**

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EXHIBIT “A”

to

**DECLARATION OF BERNARD PICOT
IN OPPOSITION TO MOTIONS
TO DISMISS FOR
LACK OF JURISDICTION AND VENUE
AND TO TRANSFER**



David Manos <dmanos55@gmail.com>

invoice against purchase order

1 message

Bernard Picot <bpicot@suntco.com>

Tue, Dec 1, 2009 at 3:22 PM

Reply-To: bpicot@suntco.com

To: Dean Weston <deandavidweston@yahoo.com>

Cc: David Manos <dmanos55@gmail.com>, bpicot@suntco.com

Dean,

Please find the invoice related to your verbal purchase order

I would need your business address to complete it

Let me know if this agreeable to you

Best,

Bernard Picot

President & Founder

SUNTCO

3940 Valley Avenue

Pleasanton, CA 94566

925 494 9100 fax

bpicot@suntco.com

www.suntco.com

408.607.5600 Cell

Excellence is the result of caring more than others think is wise, risking more than others think is safe, dreaming more than others think is practical, and expecting more than others think is possible....

(1)



RIGHT ANGLE MATERIAL INVOICE - DECEMBER 1ST 2009.docx

26K

(2)

Invoice # 0000010014/ December 1, 2009

DBHS CORPORATION
PO BOX 2736
STATELINE, NV 89449

Phone: (1) 408 607 5600

Fax: (1) 925 484 9100

To:

THE RIGHT ANGLE

Dean Weston

[Customer

[Customer

Ship to (if different address):

| Line Item | Description | List Price | Transfer Price | Qty | Amount |
|-----------|--------------------|------------|----------------|---------|-----------------------|
| 1 | HYDROSTEIN X2TE8XL | \$5,000.00 | \$2,750.00 | 2,000 | \$5,500,000.00 |
| 2 | HYDROSTEIN FLUID | \$39.95 | \$20.00 | 100,000 | \$2,000,000.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | Subtotal |
| | | | | | \$7,500,000.00 |
| | | | | | Tax |
| | | | | | \$000.00 |
| | | | | | Total Due |
| | | | | | \$7,500,000.00 |

1. Make all checks payable to: **DBHS LLC**
2. Upfront payment in full is required for DBHS to initiate the manufacturing process
3. First delivery of 200 units will occur within 90 days upon clearing of the check
4. 400 units will be then shipped every months until completion

THANK YOU FOR YOUR BUSINESS!

(3)